

Prepared by and Return to :
Austin Law Firm, P.A.

Kelly H. Smith

X MSB#99238

6928 Cobblestone Drive, Suite 100
Southaven, MS 38672
662-890-7575

Lender:

Sycamore Bank
1025 East Commerce Street
Hernando, MS 38632
662-449-0457

Mortgagor:

Alice L. Shirey
8472 Belmor Lakes Drive
Olive Branch, MS 38654
Home: 662-910-9344
Business: None

INDEXING INSTRUCTIONS: Lot 12, Section "A", Belmor Lakes S/D,
Sec. 16, T2S, R6W, Plat Book 72, pages 28-29.

Modification of Deed of Trust

Agreement made on the 20th day of June, 2011, between, Alice L. Shirey formally known as Alice S. McConnell, 8472 Belmor Lakes Drive, Olive Branch, MS 38654, referred to herein as ***Mortgagor***, and Sycamore Bank Southaven Branch, with its principal office located at 1025 East Commerce Street, Hernando, MS 38632, referred to herein as ***Lender***.

Whereas, ***Mortgagor*** has borrowed certain moneys from ***Lender*** as evidenced by Promissory Note dated August 6, 2010, in the original principal amount of **\$225,000.00** and which ***Note*** is secured by that certain ***Deed of Trust*** dated August 6, 2010 and recorded in Book 3,197 at Page 690 of the office of the Chancery Clerk of DeSoto County, Mississippi; and

Whereas, the ***Note*** and ***Mortgage*** provided for a variable rate and maturity date of May 6, 2011; and

Now, therefore, for and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the above identified Deed of Trust recorded in Book 3,197, page 690 in the office of the Chancery Clerk of DeSoto County, Mississippi and the Note secured thereby shall be modified and amended as follows:

1. Beginning on the 20th day of June, 2011, the interest rate on the *Note and Deed of Trust* shall be changed to 5.50% . Interest shall be due and payable monthly with principal due at maturity.

2. Extension of Maturity Date

Lender hereby extends the time of final payment of the principal indebtedness secured by the *Note and Mortgage* from the present maturity date of May 6, 2011 to a new maturity date of March 20, 2012.

3. Principal and Interest Payments

Mortgagor agrees to pay the interest monthly with the full outstanding principal and interest due at maturity. The installments shall be due and payable on the 20th day of July, 2011, and each subsequent monthly installment shall be due and payable on the 20th day of each succeeding month thereafter until the entire indebtedness evidenced by the *Note* is fully paid.

4. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the *Note and/or Deed of Trust*. Except as otherwise specifically provided in this Agreement, the *Note and Deed of Trust* will remain unchanged, and the *Mortgagor* and *Lender* will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

5. Where any provision of this Agreement contradicts any term of a prior agreement between the parties hereto or any predecessor in interest of either party, this Agreement cancels and supersedes such prior rights and agreements, whether written or verbal.

6. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

5. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi.

6. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

WITNESS our signatures as of the day and date first above stated.

LENDER:

Sycamore Bank, Southaven Branch

By: [Signature] Vice President

MORTGAGOR:

[Signature]
Alice L. Shirey formally known as Alice S. McConnell

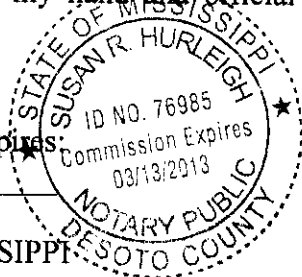
STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within, JACK TALBERT as VICE PRESIDENT of Sycamore Bank, Southaven Branch, who acknowledged that HE signed and delivered the above and foregoing documents as his free and voluntary act and deed and for the purposes therein expressed, he being so duly authorized so to do.

Given under my hand and official of office, this the 20TH day of JUNE, 2011.

My Commission Expires:

03/13/2013



[Signature]
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me the undersigned authority in and for said County and State, the within named, Alice L. Shirey formerly shown as Alice S. McConnell, who acknowledged that she signed and delivered the above and foregoing document as her free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official of office, this the 20TH day of JUNE, 2011.

My Commission Expires:

03/13/2013



[Signature]
NOTARY PUBLIC